

at the rate of 16% per annum from 10/08/2015, or the highest amount allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Affidavit of Confession of Judgment.

5. In addition, I hereby confess judgment, individually and personally, jointly and severally, and authorize entry of judgment in favor of Plaintiff and against myself in the Superior Court of New Jersey, Somerset County, against me personally in the sum of \$149,000.00 less any payments timely made pursuant to the Merchant Agreement dated 10/08/2015, plus legal fees to Plaintiff calculated at twenty-five (25%) of the total of the aforesaid sums, costs, expenses and disbursements and interest rate of 16% per annum from 10/08/2015, or the highest rate allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Confession of Judgment.

6. This confession of judgment is for a debt due to Plaintiff arising from Defendants' failure to pay to Plaintiff, Merchant Defendant's accounts-receivable, which were purchased by Plaintiff pursuant to the secured Merchant Agreement dated 10/08/2015, and for Defendants' breach of the secured Merchant Agreement, plus agreed-upon interest, attorneys' fees, costs and disbursements, as agreed-upon by Merchant Defendant and myself, under the secured Merchant Agreement, dated 10/08/2015, of which supporting documents include a Personal Guarantee and a UCC-1 financing statement(s).


7. Merchant Defendant and I hereby agree that the execution and delivery of this Affidavit of Confession of Judgment and any entry of judgment thereon shall be without

prejudice to any and all rights of Plaintiff, which reserves all of its rights and remedies against Defendants.

8. If for any reason entry of judgment in the above specified amount or execution on the same is outside the jurisdiction of this Court, Merchant Defendant and I hereby consent to the personal jurisdiction, entry of judgment, and execution thereon in any State or Federal Court of the United States of America.

9. I have been authorized by Merchant Defendant to sign this Affidavit of Confession on this 9th day of OCTOBER, 2015.

By: _____


Dominick Voso
Individually and on behalf of
Pursuit Beverage Company LLC / Pursuit Beverage

Sworn to before me this

9 day of OCTOBER, 2015.



Notary Public



WARRANT OF ATTORNEY

STATE OF NEW JERSEY)

COUNTY OF MONMOUTH)

Dominick Voso , being duly sworn deposes and says:

1. Pursuant to and in furtherance of an Affidavit of Confession of Judgment executed by me on 10/08/2015, I hereby authorize Thomas M. Lenney, Esq. of the Lenney Law Firm to appear in the Superior Court of New Jersey, Monmouth County on my behalf and on behalf of my business entity Pursuit Beverage Company LLC / Pursuit Beverage for the purposes of confessing judgment in favor of American Funding Group in an action of debt.
2. I further stipulate as to take no action to delay the entry of judgment.

By: _____

Dominick Voso

Individually and on behalf of

Pursuit Beverage Company LLC / Pursuit Beverage

Sworn to before me this

9 day of OCTOBER, 2015

Notary Public



AMERICAN FUNDING GROUP

AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES

[THIS IS NOT A LOAN or LENDING AGREEMENT]

This Future Receivables Purchase and Sale Agreement (the "Agreement") is dated October 08, 2015 and entered into between American Funding Group, a FL company having a place of business at 1855 Griffin Road, Suite A-370, Dania Beach, FL 33004 hereinafter known as ("Purchaser") and the business identified below ("Seller").

Seller:			
Business Legal Name: <u>Pursuit Beverage Company LLC D/B/A: Pursuit Beverage Company</u> State of Incorporation: <u>IL</u>			
Type of entity: _____			
Physical Address #1: <u>500 E IL RT 22</u>		City: <u>Lake Zurich</u>	State: <u>IL</u> Zip: <u>60047</u>
Physical Address #2: _____		City: _____	State: _____ Zip: _____
Mailing Address: <u>500 E IL RT 22</u>		City: <u>Lake Zurich</u>	State: <u>IL</u> Zip: <u>60047</u>
Date Business Started (mm/yy): _____		Fed ID: <u>462882457</u>	
Contact Name: <u>Dominick Voso</u>		Position: <u>owner</u>	
Phone: <u>6304221522</u> Fax: _____		Email: _____	Website: _____
Bank Name: <u>Chase</u>		Address: _____	
ABA Routing No.: _____		Account No.: <u>00000521117536</u>	[Each voided check]
Purchase Price Price paid by Purchaser to Seller for Purchased Amount of Future Receivables. <u>\$100,000.00</u>	Purchased Amount Amount of Future Receivables purchased by Purchaser to be collected by Purchaser. <u>\$149,000.00</u>	Specified Percentage Percentage of Future Receivables that Purchaser will collect. <u>25%</u>	Fixed Daily Amount Initial estimate of the daily amount of the Specified Percentage expressed in dollars. <u>\$2,257.58</u>
Principal method of payment of Purchased Amount from Seller to Purchaser (check all that apply): <u>ACH</u>			

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PURCHASE AND SALE: Pursuant to the terms of this Agreement, Purchaser purchases from Seller, and Seller sells to Purchaser, Seller's current and future customer receivables (the "**Future Receivables**") in the amount specified above (the "**Purchased Amount**"), including, without limitation, accounts and rights to the payment of funds from Seller's customers' use of credit and debit cards (the "**Card Receivables**"). Seller promises to cause the Purchased Amount to be delivered to Purchaser by assigning to Purchaser all of Seller's rights, title and interests in, to and under the Future Receivables. Seller shall, on a daily basis, deliver a portion of the Future Receivables in an amount equal to the Specified Percentage multiplied by all of Seller's Card Receivables collected for such day until the Purchased Amount has been paid to Purchaser. Seller and the undersigned Guarantor(s) hereby certify that, as of the date hereof, the information in all applications and other documents delivered by Seller to Purchaser (collectively, the "**Seller Application**") is accurate and complete in all respects.

CONDITIONS TO PURCHASE AND SALE: As a condition precedent to Purchaser's obligation to purchase the Future Receivables and pay the purchase price specified above (the "**Purchase Price**") for the purchase of the Purchased Amount of Future Receivables, Seller shall demonstrate to Purchaser, to the satisfaction of Purchaser as determined in its sole and absolute discretion, that Purchaser shall have the uninterrupted and continuous ability to collect Seller's Future Receivables during the term of this Agreement. If "Split funding from Processor" is indicated above, Seller shall execute a processing order (the "**Processing Order**") which, among other things, shall irrevocably authorize and direct a credit and debit card processor acceptable to Purchaser servicing Seller (the "**Processor**") to pay the Specified Percentage of the daily Card Receivables, less Processor's fees and charges, to an account designated by Purchaser. If either "ACH from Seller Account" or "ACH from Dedicated Seller Account" is indicated above, Seller shall execute such documents as Purchaser and Operator (as defined in the Terms and Conditions attached hereto) shall reasonably deem necessary to effect the daily transfer of the Specified Percentage of the daily Card Receivables to Purchaser, including, without limitation, an ACH authorization form. Upon receipt by Purchaser of the Specified Percentage of two (2) processing days of Card Receivables (the "**Preliminary Amount**"), Purchaser shall pay to Seller the Purchase Price and shall apply the Preliminary Amount first to reduce fees Purchaser is entitled to receive hereunder and thereafter against the Purchased Amount. If, for any reason, Purchaser elects not to deliver the Purchase Price to Seller, Purchaser shall promptly return to Seller the Preliminary Amount.

Initials: 
Date: 1/11/15

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LIMITED GUARANTEE BY PRINCIPALS: AS CONSIDERATION FOR PURCHASER ENTERING INTO THIS AGREEMENT, EACH OF THE UNDERSIGNED PRINCIPALS, WHETHER SHAREHOLDERS, PARTNERS, MEMBERS OR OTHER OWNERS, OFFICERS, DIRECTORS OR OTHER REPRESENTATIVES OF SELLER (COLLECTIVELY, "PRINCIPALS") HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE TO PURCHASER AND ITS ASSIGNS THAT (I) ALL INFORMATION PROVIDED TO PURCHASER IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES IS TRUE, ACCURATE AND COMPLETE IN ALL MATERIAL RESPECTS, and (II) SELLER SHALL NOT REPLACE THE PROCESSOR ACCEPTED BY PURCHASER OR ENGAGE OR UTILIZE THE SERVICES OF ANY OTHER OR ADDITIONAL PROCESSOR BEFORE PURCHASER HAS RECEIVED THE ENTIRE PURCHASED AMOUNT OF FUTURE RECEIVABLES. Each Principal agrees to and hereby makes each representation, warranty and covenant set forth in Sections 2 and 3 of this Agreement (and each subsection thereof), which representations, warranties and covenants shall survive the termination of this Agreement as provided in Section 4.9 hereof.

FAIR CREDIT REPORTING ACT CONSUMER DISCLOSURE AND GENERAL AUTHORIZATION. In connection with Seller selling future receivables to Purchaser, each of Seller and Principals understand that a consumer report as defined in the Federal Fair Credit Reporting Act as amended ("FCRA"), 15 U.S.C. 1681 and following, may be obtained by the Purchaser from a consumer reporting agency ("CRA"). Seller and Principals (which term shall include its guarantors in this consent) understand that this report may include information with respect to public record information, criminal records, motor vehicle operation history, education records, names and dates of previous employers, reason for termination of employment and work experience, and/or credit worthiness, capacity and standing, character, general reputation, personal characteristics, or mode of living, such information may be used to evaluate whether Seller is an appropriate candidate for transacting with Purchaser and this determination may be adverse to Seller. The information obtained will not be provided to any parties other than to designated authorized representatives of the Purchaser. Seller and Principals further understand that the CRA may not give out information about Seller or Principals to Purchaser without Seller's or such Principal's written consent, as applicable. Seller and each Principal hereby authorize Purchaser now, or at any time while it is party to an agreement with Purchaser or otherwise engaged by Purchaser, to obtain a consumer report on Seller or such Principal. This authorization does not include the release of Seller's or any Principal's medical information. A copy, fax or scan of this consent shall be considered as effective and valid as the original. Seller understands that in the event any adverse action is taken against Seller based in whole or in part on the consumer report, Seller shall be provided with the name of the CRA and a copy of the report as well as a description of Seller's rights under the FCRA.

On request, California, Minnesota, and Oklahoma residents, can obtain a copy of any consumer credit report requested by Purchaser.

On request, Florida residents, can be informed if a consumer credit report has been requested on Seller by Purchaser as well as the name of the CRA providing the report.

The Principals, Seller and its guarantors have read and understand the above and authorize Purchaser to perform the above investigations.

Initials:	<i>[Signature]</i>
Date:	10/9/15

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AGREEMENT: To the extent set forth herein, each of the undersigned shall be obligated upon execution of the Agreement to all terms of the Agreement, including the jury trial waiver, class action waiver and other terms and conditions set forth on the pages that follow. The person executing this Agreement on behalf of Seller represents and warrants that he/she is authorized to do so and to bind Seller to all of the terms and conditions set forth herein. Each of the undersigned represents and warrants that the information provided herein and as entered by each of the undersigned in each of Purchaser's forms is true, accurate and complete in all respects. If any such information is false or misleading, Seller shall be deemed in material breach of this Agreement and Purchaser shall be entitled to all remedies available under law. As of the date appearing above, Seller and each Principal and guarantor have agreed to the terms of this Agreement that include (collectively, the "Agreement"): (i) the Seller Application submitted to Purchaser in relation hereto; (ii) the above identification of Seller; (iii) the above purchase and sale; (iv) the above personal guarantees and Fair Credit Reporting Act and general credit check consent; and (v) the attached terms and conditions:

SELLER
Dominick Voso

Print name and title

Signature

Principal 1 / Guarantor 1

Dominick Voso

Print Name

Signature

Principal 2 / Guarantor 2

Print Name

Signature

Principal 3 / Guarantor 3

Print Name

Signature

PURCHASER

Print name and title

Signature



**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT)
AND DIRECT PAYMENTS (ACH DEBITS)**

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (and incorporated by reference into) the Merchant Agreement. Seller should keep this important legal document for Seller's records.

DISBURSMENT OF ADVANCE PROCEEDS. By signing below, Seller authorizes Buyer to disburse the Advance proceeds less the amount of any applicable fees upon Advance approval by initiating ACH credit to the checking account indicated below (or a substitute checking account that the seller later identifies and is acceptable to the buyer) (hereinafter referred to as the ("DESIGNATED CHECKING ACCOUNT")) the authorization is to remain in full force and effect until the BUYER has received written notification from the SELLER of its termination in such time and such manner as to afford Buyers and Seller's depository bank a reasonable opportunity to act on it.

BUSINESS PURPOSE ACCOUNT. By signing below, seller attests that the designated Checking account was established for business purpose and not primarily for personal, family or household purposes.

MISCELLANEOUS. Buyer is not responsible for any fees charged by seller's bank as a result of credits or debits initiated under this agreement. The origination of ACH to seller's account must comply with the provisions under U.S. Law.

I, (WE) Pursuit Beverage Comp Hereby authorize, American Funding Group to electronically (ACH) debit the bank account below, which I am a signer:

Bank Name: Chase Branch

ABA Routing: DDA Account 00000521117536

Amount of \$2,257.58 (or) percentage of each banking Deposit: %

On the following days: MONDAY-FRIDAY

The authorization is to remain in full force and effect until Purchaser has received written notification from me at least 5 banking days prior of its termination to afford Purchaser a reasonable opportunity to act on it.

Signer: (Print Name/Title) Dominick Voso Date: 10-9-15

X [Signature]

ANY MISREPRESENTATION MADE BY MERCHANT OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION.



ORIGINATION FEE ADDENDUM

Authorization Agreement for Payment

(I/we) hereby authorize Nightstar Capital Inc., hereinafter named the "COMPANY" to initiate single (debit/credit) entries to (my/our) (Checking/Savings Account) in the amount of \$6,000.00 as indicated and named on the attached voided check as the depository financial institution for the amount listed and referenced above. The undersigned hereby authorizes the funding to deduct the total amount below from the gross funding (advance) amount and to make such payment directly to the company. If any such debit(s) should be returned NSF, (I/we) authorize the "COMPANY" to collect such debit(s) by electronic debit from my account. I am a duly authorized check signer on the financial institution account named on the attached voided check, and authorize all of the above as evidenced by my signature below.

Nightstar Capital: \$ 8,000.00

Discount: \$ 2,000.00

TOTAL: \$ 6,000.00

Legal Name: Pursuit Beverage Company LLC

DBA: Pursuit Beverage Company LLC

Owners Name: Dominick Voso

Signature: _____

Date: _____

10-9-15



**AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES
TERMS AND CONDITIONS**

1. PROCESSING TERMS AND ARRANGEMENTS

1.1. Processing Agreement. Seller understands and agrees that this Agreement, including the authorizations to access Seller's accounts (including the Account) set forth herein and the Processing Agreement (as defined below), irrevocably authorize each credit and debit card processor used by Seller (each, a "Processor") and Operator (as defined below) to pay the cash attributable to the Specified Percentage of Future Receivables to Purchaser rather than to Seller until Purchaser receives the cash attributable to the entire Purchased Amount of Future Receivables from Processor and Operator. These authorizations and instructions may be revoked only with the prior written consent of Purchaser. Seller agrees that Processor and Operator may rely upon the instructions of Purchaser, without any independent verification, in making the cash payments described above. Seller waives any claim for damages it may have against Processor or Operator in connection with actions taken based on instructions from Purchaser, unless such damages were due to such Processor's or Operator's failure to follow Purchaser's instructions. Seller acknowledges and agrees that (a) Processor and Operator will be acting on behalf of Purchaser with respect to the Specified Percentage of Future Receivables until the cash attributable to the entire Purchased Amount of Future Receivables has been remitted by Processor and Operator to Purchaser, (b) Processor and Operator might or might not be affiliates of Purchaser, (c) Purchaser does not have any power or authority to control Processor's or Operator's actions with respect to the processing of credit and debit card transactions or remittance of cash to Purchaser, (d) Purchaser is not responsible and shall not be liable for, and Seller agrees to hold Purchaser harmless for, the actions of Processor and Operator, and (e) funds representing the Specified Percentage of Future Receivables in the possession of Processor or Operator constitute property owned solely by Purchaser and Seller disclaims any and all interest therein. For purposes of this Agreement, the term "Operator" shall mean any affiliate of Purchaser or any other person or entity Purchaser designates to debit or otherwise withdraw (via the Automated Clearing House ("ACH") system, electronic checks, wires, or otherwise) any amounts from Seller's or any Principal's accounts as authorized or permitted by this Agreement.

1.2. Instructions to Processor. Seller hereby irrevocably instructs Processor to hold the Specified Percentage of Future Receivables on behalf of Purchaser and to remit directly to Purchaser the cash attributable thereto at the same time it remits to Seller the cash attributable to the balance of the Future Receivables. Seller acknowledges and agrees that Processor shall provide Purchaser with any and all reporting to which Seller is normally entitled in respect of Seller's credit and debit card processing through Processor. Seller hereby (i) authorizes Purchaser to contact any past, present or future Processor of Seller, its predecessors or affiliates, to obtain any information that Purchaser deems necessary or appropriate regarding any of their transactions with such Processors, and (ii) authorizes and directs such Processors to provide Purchaser with all such information in compliance with this

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
section. Such information may include information to verify the amount of Card Receivables previously processed on behalf of Seller, its predecessors or affiliates, and any amounts that may have been paid to, or set, held or reserved by, such Processors. Without limiting the generality of the foregoing, Seller authorizes Purchaser to contact any past, present or future Processor of Seller, its predecessors or affiliates, to confirm that Seller is exclusively using the Processor accepted by Purchaser in accordance with this Agreement.

- 1.3. Indemnification. Seller and each Principal indemnifies and holds each of Processor and Operator, their respective officers, directors, affiliates, employees, agents and representatives harmless from and against all losses, damages, claims liabilities and expenses (including reasonable attorneys' fees) suffered or incurred by Processor or Operator resulting from actions taken by Processor or Operator in reliance upon information or instructions provided to Processor or Operator by Purchaser. Seller and Each Principal hereby indemnifies and holds harmless the Purchaser from any claim or assertion of any kind that this Agreement is other than a purchase and sale.
- 1.4. Limitation of Liability. In no event will Processor, Operator or Purchaser be liable for any claims asserted by Seller under any theory of law, including any tort or contract theory, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby expressly waived by Seller.
- 1.5. Processor Commissions. Seller understands and agrees that Processor will charge a fee or commission for processing receipts of Future Receivables (the "Processor's Fee") as set forth in the processing agreement (the "Processing Agreement") and that the Processor's Fee will be deducted from the portion of the Future Receivables payable to Seller and not from the cash attributable to the Specified Percentage of Future Receivables payable to Purchaser.
- 1.6. No Modifications. Seller will comply with the Processing Agreement and will not terminate or modify the Processing Agreement in any manner that could have an adverse effect upon Purchaser's interest, without Purchaser's prior written consent.
- 1.7. Account; Authorization to withdraw from Accounts. Seller represents and warrants that Seller's sole bank account ("Account") into which all settlement proceeds of Future Receivables will be deposited is that account identified by account name, account number and bank name and address that is shown on the face of the voided check that Seller shall provide to Purchaser along with this Agreement, the delivery of which voided check is a condition precedent to Purchaser's obligations under this Agreement. Seller will not use any account other than the Account for the purpose of depositing Future Receivables. If Processor transfers to the Account or any other account of Seller or Principal(s), any funds that should have been transferred to Purchaser pursuant to Sections 1.1 and 0 hereof, or if Seller otherwise has Future Receivables deposited other than to the Account, then the Principal or affiliate of Seller in possession thereof shall immediately segregate and hold all such funds in trust for Purchaser's sole and exclusive benefit. In any such circumstance, Seller shall maintain in the Account a minimum

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balance equal to Purchaser's undivided interest in such funds or the Specified Percentage multiplied by Seller's average daily Card volume for three (3) days of processing ("Minimum Balance"), until such funds are paid to Purchaser. Seller and each Principal hereby irrevocably authorize Purchaser, Processor and Operator to debit or otherwise withdraw (via the ACH, electronic checks, wires or otherwise) such funds and any fees, costs, changes or other amounts Purchaser is entitled to receive hereunder, directly from all such accounts, including the Account, and shall not revoke or cancel such authorizations until such time as Purchaser has received the entire Purchased Amount of Future Receivables and any other amounts Purchaser is entitled to receive hereunder. Seller and Principal(s) acknowledge and agree that Purchaser, Processor and Operator may issue pre-notifications to Seller's and Principal(s)'s financial institution(s) with respect to such debit, withdrawal and other transactions. Within two business days of any request by Purchaser, Seller shall provide, or cause Processor, Operator, the applicable financial institution(s) or Principal(s) to provide, Purchaser with records and other information regarding Seller's credit and debit card sales, the Account and any other accounts of Seller or Principal(s) and its affiliates. Seller and Principal(s) hereby authorize and direct the applicable financial institution(s) to provide Purchaser with all such information in compliance with this section.

- 1.8. **Processing Trial.** After this Agreement has been signed by Seller and Principal(s) but prior to Purchaser's determination as to whether to pay the Purchase Price, Seller agrees to permit Purchaser to instruct Processor and Operator to conduct a short processing trial (the "Processing Trial") to ensure that Seller's credit and debit card transactions are being correctly processed through Processor and that the cash attributable to the Specified Percentage of Future Receivables will be appropriately remitted to Purchaser. Purchaser agrees to make a determination as to whether to purchase the Purchased Amount of Future Receivables promptly after the commencement of the Processing Trial. Seller hereby authorizes Purchaser and its designees, in connection with the Processing Trial to debit or withdraw from Seller's accounts, including the Account, any fees Purchaser is entitled to receive hereunder. If Purchaser elects to purchase the Purchased Amount of Future Receivables, then all of the cash received by Purchaser in connection with the Processing Trial prior to the payment of the Purchase Price shall be applied first to reduce fees Purchaser is entitled to receive hereunder and thereafter shall be credited towards the Purchased Amount. Nothing herein shall create an obligation on behalf of Purchaser to purchase any Future Receivables, and Purchaser expressly reserves the right to not purchase the Purchased Amount of Future Receivables and not pay the Purchase Price to Seller. If Purchaser decides to not purchase the Purchased Amount of Future Receivables and not pay the Purchase Price then this Agreement shall have no further effect and Purchaser shall, promptly after receipt from Processor or Operator, return to Seller any cash received by Purchaser in connection with the Processing Trial. Purchaser shall have no obligation to pay Seller any interest or other compensation with respect to any such returned cash.
- 1.9. **Reliance on Terms.** The provisions of this Agreement are agreed to for the benefit of Seller, Principal(s), Purchaser, Processor and Operator notwithstanding the fact that Processor and Operator are not parties to this Agreement.

Initials: 
Date: 10-9-18

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- 1.10. **Method of Payment.** Purchaser may elect, at its sole discretion, to use any and all methods to collect the Purchase Amount under this Agreement. However, the primary method (unless otherwise determined by Purchaser acting at its sole discretion), shall be as indicated on the application form associated with this Agreement, which choices include: (i) split funding from Processor, pursuant to which Seller shall instruct its Processor to pay the Specified Percentage directly to Purchaser; (ii) ACH from Seller Account, meaning Purchaser shall have the right to initiate ACH transactions on the Account for the Specified Percentage; or (iii) ACH from dedicated Seller Account, meaning that Purchaser has the right to oblige Seller to establish an account into which all of its receivables shall be deposited (a "Dedicated Account") over which Purchaser is hereby granted power of attorney to cause the institution holding the Dedicated Account to remit the Specified Percentage to Purchaser and the balance of any amounts remaining to the Seller's Account. So long as Seller has liabilities hereunder, it agrees not to make any transactions in the Dedicated Account that have not been approved in advance by Purchaser.
- 1.11. **Fixed Payment.** While the obligation to pay of Seller extends to the Specified Percentage only, Seller hereby agrees that Purchaser may debit from its Account or Dedicated Account a fixed daily payment that is the initial estimated Specified Percentage based on information provided to the Purchaser hereunder (the "Fixed Daily Payment"). The Fixed Daily Payment shall be adjusted on a weekly or more frequent basis as reasonably determined by Purchaser so that, in the aggregate, Purchaser is not taking more than the Specified Percentage when receiving the Purchased Amount.

2. REPRESENTATIONS, WARRANTIES & COVENANTS

Seller and Principal(s) represent, warrant and covenant the following as of the date hereof and during the term of this Agreement as follows:

- 2.1. **Seller Contractual Covenants.** Unless such time as the Purchaser has received all payments due to it under the terms hereof, Seller agrees as follows (collectively, the "Seller Contractual Covenants"): (i) to not materially change the nature of the business it conducts from the type of business originally disclosed to Purchaser in connection with this Agreement or to Processor as of the date of this Agreement; (ii) to exclusively use Processor for the processing of all of its credit and debit card transactions; (iii) to not change its arrangements with Processor in any way that is adverse to Purchaser; (iv) to not take any action that has the effect of causing the processor through which any credit or debit card transactions are selected to be changed from the Processor initially approved by Purchaser to another, or additional Processor; (v) to not take any action to discourage the use of credit and debit cards and to not permit any event to occur that could have an adverse effect on the use, acceptance or authorization of credit and debit cards for the purchase of Seller's services and products; (vi) to not open a new account other than the Account to which credit and debit card settlement proceeds will be deposited; (vii) to not take any action to cause Future Receivables to be selected or delivered to any account other than the Account; (viii) to not revoke or cancel any of the authorizations granted to any of Purchaser, Processor or Operator to debit or otherwise withdraw from, or access the Account or any other account of Seller described in this Agreement; (ix) to not sell, dispose, convey or otherwise transfer its business without



the express prior written consent of Purchaser; (x) to not sell, assign, convey, dispose of, or otherwise transfer any of its Future Receivables to any person or entity other than Purchaser; (xi) to not grant or permit any Lien (as defined below) upon any of its accounts receivable, including Future Receivables, or the Account for the benefit of any person or entity other than Purchaser; and (xii) maintain a Minimum Balance (as defined above) in the Account to the extent required by the terms of this Agreement. Purchaser, Seller and Principals acknowledge and agree that neither the bankruptcy of Seller nor Seller going out of business, in and of itself, constitutes a breach of the Seller Contractual Covenants.

- 2.2. Business Information. All information (financial and other) provided by or on behalf of Seller to Purchaser in connection with the execution of, or pursuant to, this Agreement is true, accurate and complete in all respects. Seller shall furnish Purchaser, Processor and Operator such information as Purchaser may request from time to time.
- 2.3. Reliance on Information. Seller acknowledges and agrees that all information (financial and other) provided by or on behalf of Seller and Principal(s) has been relied upon by Purchaser in connection with its decision to purchase the Purchased Amount of Future Receivables from Seller.
- 2.4. Compliance. Seller is in compliance with any and all applicable federal, state and local laws and regulations and rules and regulations of card associations and payment networks. Seller possesses and is in compliance with all permits, licenses, approvals, consents, registrations and other authorizations necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.
- 2.5. Authorization. Seller and the person(s) signing this Agreement on behalf of Seller have full power and authority to enter into and perform their obligations under this Agreement and the Processing Agreement, all of which have been duly authorized by all necessary and proper actions.
- 2.6. Insurance. Seller shall maintain insurance in such amounts and against such risks as are consistent with past practice and shall show proof of such insurance upon the request of Purchaser.
- 2.7. Change of Name, Locations, Etc. Seller does not and shall not conduct Seller's business under any name other than as disclosed to Purchaser and Processor and shall not change its place of business without the prior written consent of Purchaser. Seller shall not change its legal name, entity type or state of formation unless it has provided Purchaser with at least thirty (30) days prior written notice thereof and any documents, agreements and information requested by Purchaser with respect thereto.
- 2.8. Seller Not Indebted to Purchaser. Seller is not a debtor of Purchaser as of the date of this Agreement and this Agreement is not a loan nor does it establish a lending relationship. Seller has sold the Purchased Amount to Purchaser.
- 2.9. Exclusive Use of Processor. Seller understands and agrees that the services of Processor are the exclusive means by which Seller can and shall process any and all of its credit and debit card transactions.



- 2.10. Working Capital Funding. It shall be a material breach by Seller of this Agreement for Seller to accept any third party merchant cash advance, receivables purchasing, loan or other form of financing without the express prior written consent of the Purchaser, which consent Purchaser may withhold in its sole and absolute discretion. For greater certainty and without limitation, the foregoing sentence shall not be construed as to characterize this Agreement as a loan agreement.
- 2.11. Unencumbered Future Receivables. Seller has good, complete and marketable title in all Future Receivables, free and clear of any and all liabilities, liens claims, charges, restrictions, conditions, options, rights, mortgages, security interests, hypotheses, equities, pledges and encumbrances of any kind or nature whatsoever (collectively, "Liens") or any other rights or interest that may be inconsistent with the transactions contemplated with, or adverse to the interests of, Purchaser. Without limiting the generality of the foregoing, all Future Receivables purchased by Purchaser hereunder shall be free and clear of any and all Liens (other than Purchaser's ownership rights thereto) at the time they become Future Receivables. All amounts received by Purchaser attributable to the Purchased Amount of Future Receivables purchased by Purchaser hereunder shall arise from bona fide sales by Seller of its goods and services to credit and debit card holders who present their credit and debit cards as payment therefore.
- 2.12. Business Purpose. Seller is a valid business in good standing under the laws of each jurisdiction in which it is organized or operates, and Seller is entering into this Agreement solely for business purposes and not as a consumer for personal, family or household purposes. Seller shall not use the Purchase Price for personal expenses, but shall instead use the Purchase Price for business purposes related to the business that it has stated that it operates in any application submitted to Purchaser or Processor.
- 2.13. Conduct of Business. Seller shall conduct its business consistent with past practice. Seller has no present intention to close or cease operating its business, in whole or in part, temporarily or permanently. As of the date hereof, Seller is solvent and is not contemplating any insolvency or bankruptcy proceeding. During the four (4) months preceding the date thereof, neither Seller nor any Principal has discussed with or among Seller's management, with counsel, or with any other advisor or creditor, any potential insolvency, bankruptcy, receivership, or assignment for the benefit of creditors with respect to Seller and no such action or proceeding has been filed or is pending. Other than as disclosed to Purchaser in a writing attached to this Agreement, no eviction or foreclosure is pending or threatened against Seller.

3. ADDITIONAL TERMS

- 3.1. Sale of Future Receivables. Seller and Purchaser agree that the Purchase Price paid by Purchaser in exchange for the Purchased Amount of Future Receivable is not intended to be nor shall it be construed as a loan or financial accommodation from Purchaser to Seller. By such purchase and sale, Seller transfers to Purchaser full and complete ownership of the Purchased Amount of Future Receivables and Seller retains no legal or equitable interest therein. Seller sells the Purchased Amount of Future Receivables to Purchaser in Seller's normal course of business and the Purchase Price paid by Purchaser



therefore is good and valuable consideration for such sale. Seller will use the proceeds of such sale solely for business purposes.

- 3.2. **No Right to Repurchase.** Seller acknowledges and agrees that it has no right to repurchase the Purchased Amount of Future Receivables, or any portion thereof, from Purchaser and Purchaser may not force Seller to repurchase the Purchased Amount of Future Receivables, or any portion thereof unless otherwise agreed upon by Purchaser and Seller and as long as Seller pays to Purchaser the full Purchased Amount as defined by this Agreement.
- 3.3. **Remedies.** In the event that any of the representations or warranties contained in this Agreement is not true, accurate and complete, or in the event of a breach of any of the covenants contained in this Agreement, including the Seller Contractual Covenants (each of the foregoing, a "Breach"), Purchaser shall be entitled to all remedies available under law and equity, including the right to non-judicial foreclosure, and to receive all indemnified Amounts (as defined in and in accordance with Section 4.8 hereof) from Seller.
- 3.4. **Power of Attorney.** In addition to any other remedies available for violation of the Seller Contractual Covenants, in the event that Seller changes or permits the change of the Processor accepted by Purchaser or utilizes the services of a processor other than Processor, Purchaser shall have the right, without waiving any of its rights or remedies and without notice to Seller or Principal(s), to notify the Processor or new or additional processor of the sale of the Purchased Amount of Future Receivables hereunder and to direct the existing or new or additional processor of the sale of the Purchased Amount of Future Receivables hereunder and to direct such new or additional processor to make payment to Purchaser of all or any portion of the amounts received or held by such processor for or on behalf of Seller to pay any amounts Purchaser is entitled to receive hereunder. Seller hereby grants to Purchaser an irrevocable power of attorney, which power of attorney shall be coupled with an interest and hereby appoints Purchaser and its designees as Seller's attorney-in-fact, to take any and all actions necessary or appropriate to direct any Processor or new or additional processor to make payment to Purchaser as contemplated by this section.
- 3.5. **Security Agreement; Financing Statements.** To secure performance of the Seller Contractual Covenants and all of the other obligations of Seller to Purchaser under this Agreement or any other agreement between Seller and Purchaser, Seller grants to Purchaser a continuing priority security interest, subject only to the security interest of processor, if any, in the following property of Seller wherever found (collectively, the "Collateral"): (a) all personal property of Seller, including all accounts, chattel paper, documents, equipment, general intangibles, instruments and inventory (as those terms are defined in article 9 of the Uniform Commercial Code ("UCC") in effect from time-to-time in the State of Florida) wherever located, now or hereafter owned or acquired by Seller; (b) all trademarks, trade names, service marks, logos and other sources of business identifiers, and all registrations, recordings and applications with the U.S. Patent and Trademark Office ("USPTO") and all renewals, reissues and extensions thereof (collectively "IP") whether now owned or hereafter acquired, together with any

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written agreement granting any right to us any IP and (c) all proceeds with respect to the items described in (a) and (b) above, as the term "proceeds" is defined in Article 9 of the UCC. Seller understands and agrees that Purchaser may file one or more (i) UCC-1 financing statements at any time to perfect Purchaser's interests under the UCC created by this Agreement, including Purchaser's purchase and ownership of the Purchased Amount of Future Receivables and the interests described above in this Section 3.5 and (ii) assignments with USPTO to perfect the security interest in IP described above. The UCC-1 financing statements (or portions thereof) evidencing the sale of the Purchased Amount of Future Receivables shall state that such sale is intended to be a sale and not an assignment for security. Such financing statements also may state that Seller is prohibited from transferring Future Receivables to any person or entity other than Purchaser, or granting any security interest in its accounts receivable to any person or entity other than Purchaser until Purchaser has received the Purchased Amount of Future Receivables and any other amounts Purchaser is entitled to receive hereunder. Seller hereby authorizes Purchaser to file such financing statements and any continuation statements or amendments thereto, and ratifies the filing of any financing statement filed by or on behalf of Purchaser prior to the effectiveness of this Agreement. Purchaser's rights under this Section shall apply equally to any subsequent or other agreement between Seller and Purchaser. Seller agrees that it shall, from time to time promptly execute and deliver all instruments and documents, and take all further action, that may be necessary or appropriate, or that Purchaser may request, to perfect against Seller and all third parties the sale of Purchased Amount of Future Receivables hereunder or to enable Purchaser to exercise and enforce its rights and remedies hereunder.

- 3.6. Protection of Information. Seller, each person signing this Agreement on behalf of Seller and each Principal, in respect of himself or herself personally, authorizes Purchaser to disclose to any third party information concerning Seller's and such Principal's credit standing (including credit bureau reports that Purchaser obtains) and business conduct. Seller and each Principal hereby waives to the maximum extent permitted by law any claim for damages against Purchaser or any of its affiliates relating to any (i) investigation undertaken by or on behalf of Purchaser as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement. The foregoing consent includes but is not limited to disclosure of information concerning the performance of Seller under this Agreement to third party cash advance providers or associations thereof.
- 3.7. Solicitations. Seller and each Principal authorizes Purchaser and its affiliates to communicate with, solicit and market to Seller and each Principal via regular mail, telephone, email and facsimile financial products, goods or services offered by Purchaser, its affiliates or any third party including those that Purchaser shares, transfers, exchanges, discloses or provides information with or to pursuant to Section 3.6. and will hold Purchaser, its affiliates and such third parties harmless against any and all claims pursuant to the federal CAN-SPAM ACT of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003), the Telephone Consumer Protection Act (TCPA), and any and all other state or federal laws relating to transmissions or solicitations by any of the methods described above.

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- 3.8. **Confidentiality.** Seller understands and agrees that the terms and conditions of the products and services offered by Purchaser, including this Agreement and any other Purchaser documentation (collectively, "Confidential Information") are proprietary and confidential information of Purchaser. Accordingly, unless disclosure is required by applicable law or court order, Seller shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor or employee of Seller who needs to know such information for the purpose of advising Seller ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Seller and first agrees in writing to be bound by the terms of this Section.
- 3.9. **Publicity.** Seller and each Principal authorize Purchaser to use its, his or her name in a listing of clients and in advertising and marketing materials. For the term of this Agreement and for two (2) years thereafter, none of Seller, any Principal or any of their affiliates shall make any statements, comments, or take any actions whatsoever which would in any way disparage Purchaser, its parent corporations, affiliates, officers, directors, employees, agents or referral sources.
- 3.10. **Inspection of Collateral and Place of Business.** Purchaser or its designated representatives and agents shall have the right, during Seller's normal business hours and at any other reasonable times, to examine the Collateral where located and the interior and exterior of any of Seller's places of business. Any such examination of any of Seller's places of business may include, among other things, whether Seller (a) has a place of business that is separate from any personal residence, (b) is open for business, (c) has sufficient inventory to conduct its business and (d) has one of or more point-of-sale terminals to process credit and debit card transactions. When performing an examination, Purchaser or its designated representatives and agents may photograph the interior and exterior of any of Seller's place of business, including any signage, and may photograph any Principal.
4. **MISCELLANEOUS**
- 4.1. **Modifications, Amendments, Construction.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties affected. The headings of the sections and subsections herein are inserted for convenience only and under no circumstances shall they affect in any way the meaning or interpretation of this Agreement. For purposes of this Agreement, "including" shall mean "including", "without limitation" and "and" shall mean "and/or". Any reference in this Agreement (a) to the singular includes the plural where appropriate, and (b) to the masculine gender includes the feminine and neuter genders where appropriate.
- 4.2. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by mail, overnight delivery or hand delivery to the respective parties. Notices to Purchaser shall be sent to the following address: 1855 Griffin Road, Suite A-370, Dania Beach, FL 33004. Notices to Seller or any Principal shall be made to the address of the Seller provided on the application page of this Agreement.



- 4.3. Waiver; Remedies. No failure on the part of Purchaser to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.
- 4.4. D/B/A's. Seller hereby acknowledges and agrees that Purchaser may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transactions between Purchaser and Seller, including the filing of UCC-1 Financing statements and other notices or filings.
- 4.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller, Principal(s), Purchaser and their respective successors and assigns, except that Seller and Principal(s) shall not have the right to assign or delegate any of their rights or obligations hereunder or any interest herein without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion. Purchaser reserves the right to assign or delegate this Agreement or any of its rights or obligations hereunder with or without prior notice to Seller. Without limiting the generality of the foregoing, Purchaser may grant a security interest in any and all of Purchaser's rights and interests pursuant to this Agreement, including Purchaser's rights and interest in and to the Purchased Amount of Future Receivables, to any secured party from whom Purchaser may now or hereafter obtain financing, and such secured party will be entitled to enforce Purchaser's rights and interests under this Agreement, subject to an in accordance with the terms thereof. Such secured party will have no liability for any of Purchaser's obligations under this Agreement.
- 4.6. Governing Law; Jurisdiction; Service of Process. THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ALL ISSUES CONCERNING THE VALIDITY OF THE AGREEMENT AND ANY TRANSACTIONS IT CONTEMPLATES, THE CONSTRUCTION OF ITS TERMS, AND THE INTERPRETATION, PERFORMANCE AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF PURCHASER, SELLER AND PRINCIPAL(S) (EACH, A "PARTY" AND COLLECTIVELY, THE "PARTIES"), SHALL BE GOVERNED BY AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES AGREE THE LAWS OF THE STATE OF FLORIDA SHALL GOVERN THE ENTIRE RELATIONSHIP BETWEEN AND AMONG THE PARTIES, INCLUDING WITHOUT LIMITATION, ALL ISSUES OR CLAIMS ARISING OUT OF, RELATING TO, IN CONNECTION WITH, OR INCIDENT TO THIS AGREEMENT AND ANY TRANSACTIONS IT CONTEMPLATES, WHETHER SUCH CLAIMS ARE BASED IN IN TORT, CONTRACT, OR ARISE UNDER STATUTE OR IN EQUITY. AS USED HEREIN, THE PHRASE "LAWS OF THE STATE OF FLORIDA" INCLUDES FLORIDA LAW WITH RESPECT TO, AMONG OTHER THINGS, ANY APPLICABLE STATUTE OF LIMITATIONS, LACHES, OR SIMILAR TIME-BASED DEFENSE THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS MADE AND PERFORMED IN THE STATE OF FLORIDA. Seller and Principal(s) further irrevocably and unconditionally consent and submit to the jurisdiction of any state or federal court sitting in Somerset County, Florida to resolve any suit, action, controversy, or proceeding of any kind (whether in contract, tort, statute, equity or otherwise) between or among the parties, arising out of, relating to, in connection with, or incident to

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this Agreement or any of the transactions it contemplates, Seller and Principal(s) hereby agree that any of the above-named courts shall be a convenient forum for any such suit, action, controversy, or proceeding of any kind between or among the Parties, arising out of, related to, in connection with, or incident to this Agreement or any of the transactions it contemplates. Seller and Principal(s) waive, to the fullest extent permitted by law, (i) any objection that Seller or Principal(s) may now or later have to the laying of venue of any suit, action, controversy, or proceeding arising out of, relating to, in connection with, or incident to this Agreement or any of the transactions it contemplates in any of the above-named courts, (ii) any objection to personal jurisdiction applying in any such court, and (iii) any claim that any such suit, action, controversy or proceeding brought in any such court has been brought in an inconvenient forum. Seller and Principal(s) agree that service of process in any such suit, action, controversy, or proceeding may be served on any of them by mailing or delivering a copy of the process to any of the addresses set forth in this Agreement or any other address Seller or Principal(s) has provided to Purchaser. Nothing set forth in this section affects the right to serve process in any other manner permitted by law.

- 4.7. **Costs.** Purchaser shall be entitled to receive from Seller and Principal(s), and Seller and Principal(s) shall pay: (a) all reasonable costs associated with a Breach and the enforcement thereof, including court costs and attorneys' fees, and (b) a fee of \$25.00 (or, if less, the maximum amount permitted by applicable law) for each rejected or dishonored check, ACH debit, or wire transfer withdrawal, as the case may be, it being understood that Purchaser has the right to receive such fee for each business day on which Purchaser or its designee attempted and was unable to debit or otherwise withdraw from the accounts of Seller or Principal(s) (including the Account), as authorized herein, the total amount Purchaser was entitled to receive hereunder as of such date.
- 4.8. **Indemnified Amounts.** In the event of a Breach, Seller shall assume liability for and hereby agrees to indemnify, protect and hold harmless Purchaser, its affiliates, and its and their officers, directors, employees, agents, representatives and assignees (collectively, the "Indemnified Parties"), from and against any and all liabilities, claims, losses, obligations, damages, penalties, suits, actions, controversies, or proceedings of any kind, imposed upon, incurred by, or asserted against any of the Indemnified Parties, in any way arising from, in connection with, relating to, or incident to such Breach (collectively, "Indemnified Amounts"), including the payment of all costs and expenses of every kind for the enforcement of Purchaser's rights and remedies hereunder, including reasonable attorneys' fees, costs of any trial, appellate court proceeding, administrative proceeding, or any negotiations or consultations with respect to any such Breach. Such Indemnified Amounts will bear interest at the highest rate of interest permitted by applicable law until paid.
- 4.9. **Term and Survival.** This Agreement shall continue in full force and effect until all obligations hereunder have been satisfied in full; provided, however, that Sections 1.3, 1.4, 0, 3.3, 3.4, 0, 3.8, 3.9, 3.10, and 4 shall survive any termination of this Agreement.
- 4.10. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid,



illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

- 4.11. Counterparts; Facsimile and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement. Facsimile signatures shall be deemed to be original signatures and each Party hereto may rely on a facsimile signature or electronic signature as an original for purposes of enforcing this Agreement.
- 4.12. Entire Agreement. This Agreement contains the entire agreement and understanding among Seller, Principals and Purchaser and supersedes all prior agreements and understandings, whether oral or in writing, relating to the subject matter hereof unless otherwise specifically reaffirmed or restated herein. Seller and Principals each acknowledge and agree that he, she or it is not relying on any representations not specifically embodied in this Agreement.
- 4.13. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, CONTROVERSY OR PROCEEDING OF ANY KIND ON ANY MATTER ARISING OUT OF, RELATING TO, IN CONNECTION WITH, OR INCIDENT TO THIS AGREEMENT OR ANY TRANSACTIONS IT CONTEMPLATES OR THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.
- 4.14. Class Action Waiver. The parties acknowledge and agree that the amounts at issue in this transaction and any disputes that may arise between them are large enough to justify dispute resolution on an individual basis. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW.
- 4.15. Intent of the Parties. The parties intend and agree that this transaction is a purchase and sale and not a secured loan.
- 4.16. Interpretation of Agreement. This Agreement shall be liberally construed in favor of the Purchaser.
- 4.17. Waiver of Claims. Seller and each Principal hereby waives any and all claims that the transaction(s) contemplated by this Agreement is/are anything other than a purchase and sale and specifically and unconditionally waives any and all claims, causes of action, or complaints that this transaction is a loan.

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APPENDIX A; THE FEE STRUCTURE

- A. ORIGINATION FEE- \$2,995.00 TO COVER Underwriting and related expenses.
- B. ACH Program Fee- \$1,995.00 ACH's are labor intensive and are not an automated process, requiring us to charge a fee to cover those costs.
- C. NSF Fee (Standard)- \$ 25.00 (each) up to FIVE TIMES ONLY before default is declared.
- D. Rejected ACH \$ 100.00—when the merchant directs the bank to reject our Debit ACH.
- E. Bank Charge Fee- \$ 50.00—When a merchant requires a change of account to be debited requiring us to adjust our system.
- F. Blocked Account \$2,500.00 When a merchant BLOCKS account from our Debit ACH which places them in default (per contract)
- G. Default Fee- \$ 2,500.00--- When a merchant changes bank account cutting us off from our collections.
- H. Miscellaneous Services Fees- _____ Merchant shall pay certain fees for services related to origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be charged \$ 49.00 for a Fed wire or \$ 0.00 for bank ACH. The current charge for underwriting and origination of each merchant Agreement is paid from the funded amount. Additional copies of prior monthly statements will incur a fee of \$ 10.00 each.

MERCHANT # 1

Print Dominick Voso

X 

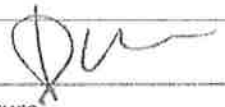

MERCHANT # 2

Print _____

X _____

ANY MISREPRESENTATION MADE BY MERCHANT OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION.

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SELLER	
Dominick Voso	
Print name and title	Signature
Principal 1 / Guarantor 1	
Dominick Voso	
Print Name	Signature
Principal 2 / Guarantor 2	
Print Name	Signature
Principal 3 / Guarantor 3	
Print Name	Signature
PURCHASER American Funding Group	
Print name and title	Signature